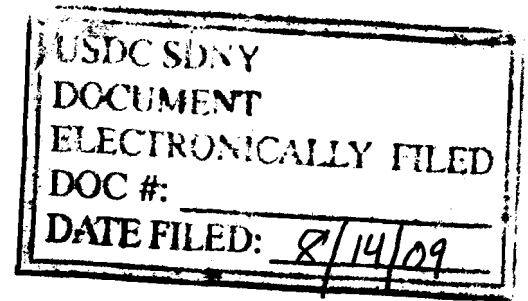


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



----- x  
ISAAC LABIN, SARA LABIN, and MYRIAM  
LABIN, an infant, by her father and natural  
guardian ISAAC LABIN,

Plaintiffs,

-against-

**STIPULATION AND  
PROTECTIVE ORDER**

08 Civ. 8971 (RMB)(DFE)

JOHN B. MATTINGLY, individually and as  
Commissioner of the New York City  
Administration for Children's Services, NEW  
YORK CITY ADMINISTRATION FOR  
CHILDREN'S SERVICES, THE CITY OF  
NEW YORK, and "JOHN DOE" #1 to #20,  
whose names are presently not known, but who  
were employed by the New York City  
Administration for Children's Services and the  
City of New York,

Defendants.

----- x  
**WHEREAS**, plaintiffs have sought certain documents from defendants in  
discovery in this action, documents that defendants deem confidential, and

**WHEREAS**, defendants object to the production of those documents unless  
appropriate protection for their confidentiality is assured,

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the attorneys for plaintiffs and defendants, as follows:

1. As used herein, "Confidential Materials" shall mean the New York City  
Administration for Children's Services case record concerning plaintiffs (including, but not  
limited to, case file documents and connections records) and the information contained therein,  
and any other public records deemed confidential by operation of law or agency policy except

that such documents and information shall not be deemed "Confidential Materials" to the extent, and only to the extent, that they are (a) obtained by plaintiffs from sources other than defendants, or (b) are otherwise publicly available and have not been obtained in violation of law or deemed confidential by operation of law.

2. Plaintiffs' counsel shall not use the Confidential Materials for any purpose other than for the preparation or presentation of plaintiffs' case in this action.

3. Plaintiffs' counsel shall not disclose the Confidential Materials to any person not a member of the staff of their law office, except under the following conditions:

a. Disclosure may be made only if necessary to the preparation or presentation of plaintiffs' case in this action.

b. Disclosure before trial may be made only to the plaintiffs, to an expert who has been retained or specially employed by plaintiffs' attorney(s) in anticipation of litigation or preparation for this action, to a witness at deposition, or to the Court.

c. Before any disclosure is made to a person listed in subparagraph (b) above (other than to the Court), plaintiffs' attorneys shall provide each such person with a copy of this Stipulation and Protective Order, and such person shall consent in writing, in the form annexed hereto as Exhibit A, not to use the Confidential Materials for any purpose other than in connection with the litigation of this case and not to further disclose the Confidential Materials except in testimony taken in this case. The signed consent shall be retained by plaintiffs' counsel and a copy shall be furnished to defendants' counsel upon their request.

4. Deposition testimony concerning any Confidential Materials that reveals the contents of such materials shall be deemed confidential, and the transcript of such testimony,

together with any exhibits referred to therein, shall be separately bound, with a cover page prominently marked "CONFIDENTIAL." Such portion of the transcript shall be deemed to be Confidential Materials within the meaning of this Stipulation and Protective Order.

5. ~~If any paper that incorporates any Confidential Materials or reveals the contents thereof is filed in this Court, those portions of the papers shall be delivered to the Court enclosed in a sealed envelope bearing the caption of this action, an indication of the nature of the contents, and the following legend:~~

~~**CONFIDENTIAL**~~

~~This envelope contains documents or information designated confidential pursuant to an order entered by the United States District Court for the Southern District of New York in the above captioned action. This envelope shall not be opened or unsealed without the express direction of a judge of this Court, and its contents shall not be displayed or revealed except as the Court may order. This envelope and its contents shall at all times be maintained separate and apart from the publicly available files of this case.~~

6. Within thirty (30) days after the termination of this case, including any appeals, the Confidential Materials, including all copies, notes, and other materials containing or referring to information derived therefrom, shall be returned to defendants' attorneys or, upon their consent, destroyed, and all persons who possessed such materials shall verify their return or destruction by affidavit furnished to defendants' attorneys.

7. Nothing in this Stipulation and Protective Order shall be construed to limit defendants' use of the Confidential Materials in any manner.

Dated: New York, New York  
July 31, 2009

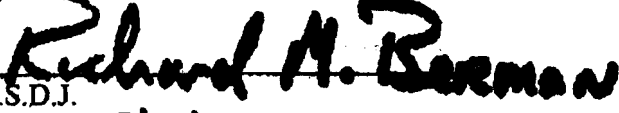
SOLOMON ROSENGARTEN  
Attorneys for Plaintiffs  
1704 Avenue M  
Brooklyn, New York 11230  
(718) 627-4460

By:   
Solomon Rosengarten, Esq.

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
Attorney for Defendants Mattingly, the New  
York City Administration for Children's  
Services and the City of New York  
100 Church Street, Room 2-164  
New York, New York 10007  
(212) 788-0889

By:   
Andrew J. Rauchberg  
Assistant Corporation Counsel

SO ORDERED:

  
U.S.D.J.  
8/14/09

The Court retains discretion whether to afford confidential treatment to any Confidential Document or information contained in any Confidential Document submitted to the Court in connection with any motion, application, or proceeding that may result in an order and/or decision by the Court.

**EXHIBIT A**

The undersigned hereby acknowledges that he/she has read the Stipulation and Protective Order dated July 31, 2009 and entered in the United States District Court for the Southern District of New York in the action entitled Labin v. Mattingly, et al., 08 Civ. 8971 (RMB)(DFE), and understands the terms thereof. The undersigned agrees not to use the Confidential Materials defined therein for any purpose other than in connection with the litigation of this case, and will not further disclose the Confidential Materials except in testimony taken in this case.

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Date

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Signature

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Print Name

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Occupation